



SMITHWICK & BELENDIUK, P.C.

Henry Lafont, Esquire
January 29, 1991
Page Three

any rate, please have a look the Joint Venture Agreement and give us your best reading as to what effect, if any, the informal way in which the partnership has operated has had on its legal structure and whether de facto control possibly can be said to have passed to Star. The copy of the Amendment to the Joint Venture Agreement, dated June 15, 1990 is for your records and does not need current review. However, because of the FCC's procedural peculiarities, this amendment has not been accepted for filing at the FCC. Therefore, although it may actually govern the current operation of the joint venture, it is of no immediate force and effect at the FCC.

Enc.

cc: Mr. Sinclair H. Crenshaw

a) 21 gws-

- ① are various patents etc allocated since the 1980s are allocated since 1980 and the information is in the culture of the company
- ② authority of the company is as a witness



AB00877



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LAW OFFICES
SMITHWICK & BELENDIUK, P.C.

TELECOPIER
(202) 785-2804

2033 M STREET, N.W.
SUITE 207
WASHINGTON, D.C. 20036
June 14, 1990

TELEPHONE
(202) 785-2800

FEDERAL EXPRESS

Mr. John Brady
La Fourche Telephone Company, Inc.
112 W. Tenth Street
P.O. Bxo 188
La Rose, LA 73073

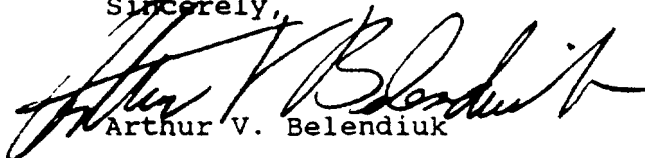
Re: La Star Cellular Telephone Company
Amendment

Dear John:

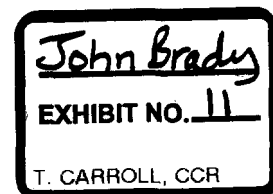
Enclosed is an Amendment to Joint Venture Agreement of La Star Cellular Telephone Company and an Amendment page. Please sign both the amendment page and the amendment itself and return to this office as soon as possible.

If you have any questions, please call.

Sincerely,


Arthur V. Belendiuk

Enc.
AVB/B0614



SJI 004378

AMENDMENT

La Star Cellular Telephone Company, an applicant for a construction permit to operate cellular radio telecommunications service in the New Orleans, Louisiana MSA (File No. 27161-CL-P-83), hereby amends its application to include the attached information.

LA STAR CELLULAR TELEPHONE COMPANY



John Brady
Chairman, Management Committee

Date: _____

**AMENDMENT TO
JOINT VENTURE AGREEMENT
OF
LA STAR CELLULAR TELEPHONE COMPANY**

This Agreement is entered into this 15th day of June, 1990, by and between SJI Cellular, Inc., a wholly-owned subsidiary of SJI, Inc., organized under the laws of the State of Louisiana (hereinafter referred to as "Telephone") and Star Cellular Telephone Company, operating under the laws of the State of Louisiana (hereinafter referred to as "Star").

WITNESSETH:

WHEREAS Star is a wholly owned subsidiary of United States Cellular Corporation, (hereinafter referred to as "USCC") a Delaware corporation, which, in turn, is a subsidiary of Telephone and Data Systems, Inc., an Iowa Corporation, (hereinafter referred to as "TDS").

WHEREAS pursuant to Stock Purchase Agreement dated July 31, 1987, USCC acquired Star, which owns a 49% general partnership interest in La Star Cellular Telephone Company (hereinafter referred to as "La Star").

WHEREAS pursuant to the Stock Purchase Agreement of July 31, 1987, USCC was assigned Star's interests and rights in La Star as outline in the Joint Venture Agreement of La Star Cellular Telephone Company, dated September 14, 1983.

WHEREAS the parties now seek to amend the Joint Venture Agreement of La Star Cellular Telephone Company to expedite the

processing of La Star's application before the Federal Communications Commission (hereinafter referred to as "FCC" or "Commission").

NOW THEREFORE, in consideration of the mutual premises and covenants contained herein, the Parties amend the Joint Venture Agreement of La Star Cellular Telephone Company, dated September 14, 1983 as follows:

1. Section 4.2 of the Agreement is amended to read as follows:

The Management Committee may act, pursuant to the provisions of this Agreement, through one or more managers, employees or agents. The Management Committee will move expeditiously to appoint a General Manager or to retain an appropriate entity to manage the System. The Management Committee shall promptly establish an Engineering Subcommittee and may establish one or more additional subcommittees of its members or other representatives of the Parties and may delegate to such subcommittees such functions as it deems appropriate. Each member of a subcommittee shall be entitled to one vote upon matters delegated to the representative subcommittee. Each Party shall be entitled to at least one representative on each such subcommittee.

Meetings of the Management Committee and any subcommittee shall be held at the principal office of the Company or at such other place as may be determined by the Management Committee. Any subcommittee shall meet as required to carry out its assigned functions.

Meetings of the Management Committee or any subcommittee may

be called by the Chairman or by the Parties possessing a majority interest in the Company on at least five (5) days' advance written notice to each member thereof, unless otherwise waived in writing. Such notice shall state the purpose or purposes for which such meeting is being called. The Chairman is responsible for calling meetings of the Management Committee at least once quarterly.

A meeting of the Management Committee or any subcommittee may be held by conference telephone or similar communications equipment by means of which all persons participating in the meeting can communicate with each other.

Minutes reflecting the actions of the Management Committee and all subcommittees shall be kept by a Secretary designated by the Chairman. Copies of the minutes shall be maintained at the office of the Company and shall be transmitted to all Parties and to each member of the Management Committee or subcommittee taking the action within thirty (30) days after the meeting in question.

2. Section 4.3 of the Agreement is amended to read as follows:

Actions of Management Committee and Subcommittees.

Except as otherwise expressly provided herein, all actions of the Management Committee or any subcommittee may be taken directly, or may be delegated subject to ratification by the decision of the Management Committee.

Actions of the Management Committee or any subcommittee involving any of the matters enumerated below may be taken directly, or may be delegated, only upon or pursuant to the vote of 80% of the members of the Management Committee:

- (i) the entering into of any agreement or transaction between the Company and any Partner hereto, any Affiliate of a Partner or any director, officer or employee of a Partner; provided, however, that this shall not apply to agreements or transactions for the sale of Cellular service by the Company to a Partner at retail or for resale;
- (ii) distributions in amounts other than as provided by Section 3.4;
- (iii) merger or consolidation of the Company into or with any other entity;
- (iv) acquisition of any business entity if such acquisition results in the Company's engaging indirectly in any business other than Cellular Service;
- (v) admission of a new Partner to the Joint Venture;
- (vi) selection of the Referee pursuant to Section 11.1(b);
- (vii) determination of discounts for resale of cellular services to the public or for sale at bulk rates;
- (viii) the sale, transfer, encumbrance or other conveyance of substantially all of the assets of the Joint Venture other than in connection with the acquisition of operating equipment;
- (ix) engaging in any business other than that described in Section 2.2, except to such minor extent as may arise incident to the purposes stated in such Section 2.2;
- (x) changes in the method of allocating profits and losses to the Capital Account as set forth in Section 3.2;
- (xi) modification or changes in the Agreement;
- (xii) sale or other transfer of all or substantially all of the cellular operating capacity of the Company or the marketing rights thereto.

In any action requiring a vote of the Partners, a Partner may require a vote to be taken by introducing a written resolution at any meeting of the Management Committee, whereupon a vote upon such

resolution must be taken within forty-five (45) days. If a Partner is absent, "abstains" from voting, or otherwise fails to vote "for" or "against" any such resolution, such failure to vote will be considered a vote "for" the resolution unless, within thirty (30) days after notice is given of the original vote on the action, such Partner notifies the Secretary of the meeting in writing of a vote "against" the action.

3. Section 4.5 is amended to read as follows:

Limitations of Duties of Star. Unless other wise authorize or permitted by the FCC; Star, TDS, USCC and its Affiliates, directors, officers or employees shall not:

- (i) enter into any agreement or transaction with the Company for the construction, management, operation, maintenance of the Company's Cellular System in the Service Area; or the marketing of the Company's Cellular System in the Service Area; or the marketing of the Company's Cellular system services and products at the wholesale and/or retail level;
- (ii) construct, manage, operate, or maintain the Company's Cellular System in the Service Area; or
- (iii) market the Company's Cellular System services and products.

Notwithstanding the foregoing, Star, its Affiliates, directors, officers, and employees may enter into agreements with the Company as permitted by Sections 4.3(i) hereof for the purpose of executing its duties pursuant to Sections 4.1-4.3 hereof, or for the sale, purchase transfer, encumbrance, pledge, redemption, or assignment of its interest, in whole, or in part, in the Company pursuant to Sections 6.1-6.3 hereof.

4. Section 10.1 of the Agreement is amended to read as follows:

Application for License. The Parties shall cooperate in good faith in filing the necessary papers and otherwise supporting the Company's efforts to secure FCC approval of this Joint Venture Agreement, and the granting of a license to operate the System.

5. Section 10.2 of the Agreement is amended to read as follows:

Limitation upon Financial Exposure. Any Partner dissatisfied with any condition(s) imposed on the grant of a Construction Permit to the Company may at its sole expense, petition for reconsideration of that grant limited to the acceptability of such conditions(s) and/or appeal to a court the lawfulness of imposing such conditions(s) on the grant.

6. **Full Force and Effect of Unchanged Provisions.**

All other sections and provisions of the Joint Venture Agreement of La Star Cellular Telephone Company, dated September 24, 1983, remain unchange and in full force and effect.

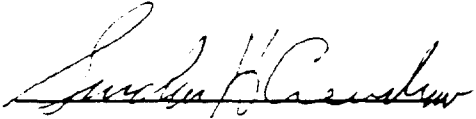
7. Counterparts.

This Agreement may be executed in counterpart signatures.

IN WITNESS WHEREOF, the undersigned have executed this Amendment to Joint Venture of La Star Cellular Telephone Company as of the date and year first written above, attest;

ATTEST:

SJI CELLULAR, INC.



By: 

John Brady

STAR CELLULAR TELEPHONE COMPANY

By: _____

Donald Nelson



EXHIBIT

J. Brady 12

File La Star
correspondence

LAFOURCHE TELEPHONE COMPANY, INC.
P. O. Box 188, Larose, Louisiana 70373
(504) 693-4567

June 8, 1987

Mr. David Nevell
Maxcell Telecom Plus, Inc.
1321 Connecticut Avenue, N.W.
Second Floor
Washington, D.C. 20036

Dear David:

As you may remember, during one of our several conference calls I had requested an update on the status of La Star Cellular expenses. I would greatly appreciate this information as soon as possible.

I look forward to the continuing negotiations with Bell South Mobility and working with you towards an amicable solution for all parties concerned.

Sincerely


John Brady, Jr.
Chairman

kd

SA03500



Arthur V. Belendiuk

ATTORNEY AT LAW
1920 N STREET N.W.
SUITE 510
WASHINGTON, D.C. 20036
(202) 887 0600

February 19, 1988

Mr. John Brady
La Fourche Telephone Co., Inc.
P.O. Box 188
LaRose, LA 70373

VIA FEDERAL EXPRESS

Dear John:

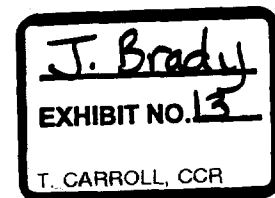
Enclosed is a certification and declaration which must be submitted with application from 401. Please sign and return it to this office via Federal Express.

If you have any questions concerning this matter, please do not hesitate to contact this office.

Sincerely,

Arthur V. Belendiuk
Arthur V. Belendiuk

Enclosure



SJI 004532

*Original
La Star
2/25/88*

A STAR CELLULAR TELEPHONE COMPANY

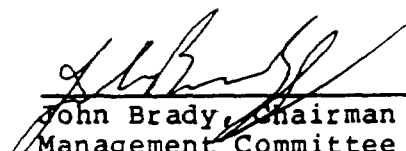
Domestic Public Cellular Radio Telecommunications Service
Interim Cellular System, New Orleans, Louisiana

CERTIFICATION

La Star Cellular Telephone Company


Application for an interim cellular authorization for New Orleans, Louisiana.

La Star Cellular Telephone Company hereby certifies, under penalties of perjury, that this application for an interim cellular authorization for New Orleans, Louisiana is complete in every respect and contains all of the information required by FCC Form 401 and the Commission's cellular application rules. La Star Cellular Telephone Company acknowledges that if, upon Commission inspection, this certification is shown to be incorrect, this application shall be dismissed without further consideration.


John Brady, Chairman
Management Committee

VERIFICATION

I declare, under penalties of perjury, that I am the authorized representative of La Star Cellular Telephone Company in the above-entitled matter; that I have read the foregoing certification; and that the matter and things therein stated are true and correct. Executed on February 25, 1988.


John Brady



MEMORANDUM

TO: PAT BRADY
JOHN BRADY
TONY DUET

FROM: KIT CRENSHAW

DATE: MARCH 16, 1988

Please find attached opposition made by Bell South Mobility in our LaStar litigation for the New Orleans CGSA. This opposition takes several arguments made by us against OTC and attempts to use them against LaStar in New Orleans. Howard Symons notified me of this and sent me this copy.

I have yet to hear from Art Belendiuk. He asked Howard if he reviewed this opposition and whether or not it weakened either case. Howard said that this is a bunch of "bull shit" and that the facts are so different that it is a nonsensical argument. I asked Howard if this opposition weakened our case against OTC in any way and he said no.

I assured Howard that any further filings made by LaStar or against LaStar would be copied to him and that I want to be notified immediately if anything threatens our Houma-Thibodaux case. I have contacted Art Belendiuk and require of him that before any filings are made on behalf of LaStar, that Howard Symons has an opportunity to review such filings to protect our Houma-Thibodaux license and vice versa.

I shall keep you informed as future facts dictate.

K.C.

cc: Bonnie Savoie

SJI 000557



Arthur V. Belendiuk

ATTORNEY AT LAW
1920 N STREET N.W.
SUITE 510
WASHINGTON D.C. 20036

2021 887 0600

June 16, 1988

Mr. John Brady
LaFourche Telephone Company, Inc.
112 West Tenth Street
P.O. Box 188
LaRose, LA 70373

Dear John:

Enclosed is an amendment page for the La Star application for interim operating authority. We need to make a few minor engineering changes. Please sign, date, and return the amendment to this office as soon as possible.

If you have any questions concerning this matter, please contact this office.

Sincerely,

Arthur V. Belendiuk
Arthur V. Belendiuk

Enclosure

SJI 004428

*Received
6/29/88*

AMENDMENT

LA STAR Cellular Telephone Company, an applicant for a construction permit to operate cellular radio telecommunications service in the New Orleans, Louisiana SMSA (File No. 27161-CL-P-83), hereby amends its application for interim operating authority to include the attached information.

LA STAR CELLULAR TELEPHONE COMPANY



John Brady
Chairman, Management Committee

Date: 6-22-88



LAW OFFICES
SMITHWICK & BELENDIUK, P.C.

TELECOPIER
(202) 785-2804

2033 M STREET, N.W.
SUITE 207
WASHINGTON, D.C. 20036

TELEPHONE
(202) 785-2800

October 14, 1988

Mr. John Brady
LaFourche Telephone Company, Inc.
112 West Tenth Street
P.O. Box 188
LaRose, LA 70373

Dear John:

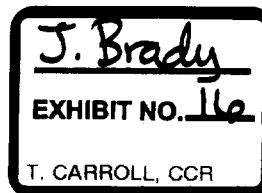
Enclosed is an amendment page for La Star's original application. Please sign, date, and return the enclosed amendment to this office as soon as possible.

If you have any questions concerning this matter please call.

Sincerely,


Arthur V. Belendiuk

Enclosure



SJI 004387

